

WB

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JAVIER GUZMAN
12521 Biscayne Drive
Philadelphia, PA 19154,

Plaintiff,

vs.

HOVG, LLC dba BAY AREA CREDIT
SERVICES, LLC
2215-B Renaissance Drive
Las Vegas, NV 89119,

PENDRICK CAPITAL PARTNERS II, LLC
1714 Hollinwood Dr,
Alexandria, VA 22307

Defendant.

18 3013

CIVIL ACTION NO.

FILED

JUL 18 2018

KATE BARKMAN, Clerk
By _____ Dep. Clerk

COMPLAINT

I. INTRODUCTION

1. This is an action for damages brought by a consumer pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 ("FDCPA").

2. The FDCPA requires a mandatory initial notice to the consumer, to serve as an informal dispute mechanism. 15 U.S.C. § 1692g(a).

3. The notice alerts the consumer of his rights to, *inter alia*, dispute his debt in writing within thirty days after receipt of the notice. *See* 15 U.S.C. § 1692g(a)(3).

4. Only a *written* dispute is sufficient to trigger the debt collector's obligation to cease collection and verify the debt. *See* 15 U.S.C. § 1692g(b). Oral disputes, such as a dispute via telephone, are insufficient to trigger any obligation of the debt collector. *See Caprio v. Healthcare Revenue Recovery Grp., LLC*, 709 F.3d 142, 148 (3d Cir. 2013).

5. The validation notice must not be overshadowed or contradicted by other messages from the debt collector.

6. Defendant is subject to liability for sending an initial collection letter to Plaintiff which obscured the required notice, and suggested that telephoning could preserve the validation rights.

II. JURISDICTION

7. Subject matter jurisdiction of this Court arises under 15 U.S.C § 1692k and 28 U.S.C. §1331.

III. PARTIES

8. Plaintiff, Javier Guzman (“Guzman” or “Plaintiff”), is a consumer who resides in Philadelphia, Pennsylvania at the address captioned.

9. Defendant, HOVG, LLC dba Bay Area Credit Service LLC (“HOVG” or “Defendant”) is a Nevada collection agency with an office for the regular transaction of business located in Irving, Texas.

10. HOVG regularly engages in the collection of consumer debts by use of the mail and telephone.

11. HOVG regularly attempts to collect consumer debts alleged to be due another.

12. HOVG is a “debt collector” as that term is contemplated in the FDCPA, 15 U.S.C. § 1692a(6).

13. Pendrick Capital Partners II, LLC (“Pendrick”) is a foreign limited liability company with a place of business at the address captioned above.

14. Pendrick is a buyer of debts for medical care.

15. As part of its business, Pendrick collects on the debts that it buys.

16. Pendrick uses the United States mail in the business the principal purpose of which is the collection of debt owed or asserted to be owed or due another.

17. Pendrick is a “debt collector” as that term is contemplated in the FDCPA, 15 U.S.C. § 1692a(6).

18. Pendrick hired HOVG to collect a debt alleged due from Plaintiff.

19. At all times relevant, HOVG was acting as Pendrick’s agent for the purposes of collecting a debt alleged due from Plaintiff.

IV. STATEMENT OF CLAIM

20. On August 9, 2017, HOVG sent Plaintiff an initial written communication in connection with a debt alleged due to Pendrick. (Exhibit “A”, redacted in part per Fed.R.Civ. P. 5.2).

21. HOVG was required to include in this communication a Notice which states, *inter alia*, that if Plaintiff disputes the debt or any part thereof, he must notify HOVG of his dispute in writing. This is significant because only a *written* dispute triggers HOVG’s obligation to provide Plaintiff verification of the debt.

22. Here, HOVG’s collection letter states, “If you are not able to pay the balance, or if you have any questions, please call us at 800-684-1856.” (Exhibit A).

23. On the reverse side, the collection letter states, “Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid.” (Exhibit A). This sentence does not specify that the dispute must be in writing.

24. The above sentence, when construed with the sentence inviting the consumer to call “[i]f you are not able to pay the balance, or if you have any questions,” creates a “reasonable probability that the least sophisticated debtor . . . would be induced to overlook his statutory right to dispute the debt.” *See Graziano v. Harrison*, 950 F.2d 107, 111 (3d Cir. 1991).

25. A consumer reading this language could reasonably believe that a phone call would be sufficient to preclude the HOVG from assuming the debt to be valid.

COUNT I - FAIR DEBT COLLECTION PRACTICES ACT

26. Plaintiff repeats the allegations contained above as if the same were here set forth at length.

27. The August 9, 2018 collection letter from Defendant HOVG violates the FDCPA by failing to effectively provide Plaintiff with the statutory Notice required by 15 U.S.C. § 1692g, and by overshadowing the required notice.

28. Pendrick is vicariously liable for the conduct of its debt collector, HOVG.

WHEREFORE, Plaintiff, Javier Guzman, demands judgment against Defendant HOVG and Pendrick for:

- (a) Damages;
- (b) Attorney's fees and costs;
- (c) Such other and further relief as the Court shall deem just and proper.

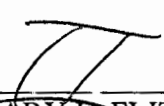
V. DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all issues so triable.

Date:

7/18/2018

Respectfully submitted:



CARY L. FLITTER
ANDREW M. MILZ
JODY THOMAS LOPEZ-JACOBS
Attorneys for Plaintiff

FLITTER MILZ, P.C.
450 N. Narberth Avenue, Suite 101
Narberth, PA 19072
(610) 822-0782

Exhibit A

P.O. BOX 5914
TROY MI 48007-5914
RETURN SERVICE REQUESTED



↑ PLEASE DO NOT SEND PAYMENTS OR ↑
CORRESPONDENCE TO THE ABOVE ADDRESS

7990100303896-524426791115582
JAVIER GUZMAN
12521 BISCAYNE DR
PHILADELPHIA PA 19154-3014



**BAY AREA CREDIT
SERVICE**

P.O. BOX 467600,
ATLANTA GA 31146
800-684-1856

Phone Hours: Mon. – Fri.: 8AM – 12AM ET
Saturday: 8AM – 7PM ET
Office Hours: Mon. – Fri.: 8AM – 5PM ET

BACS Account #: 2737
Creditor: Pendrick Capital Partners II, LLC
Creditor Account #: 467

Original Creditor: AHN EMERGENCY GROUP
OF IN
Original Creditor Account #: 6385
Principal Assigned: \$
TOTAL DUE: \$

AUGUST 9, 2017

ACCOUNT NOTIFICATION

Our client, Pendrick Capital Partners II, LLC, has purchased your account from AHN EMERGENCY GROUP OF IN with date of service 02-20-2016 and has assigned it to this collection agency.

You may remit your payment by mail to:

BAY AREA CREDIT SERVICE
P.O. BOX 467600
ATLANTA GA 31146

Please ensure the BACS Account # and Creditor name are included on your check or money order.

Additionally, you can make payment in full by using your checking account, debit card or credit card by visiting our website at www.bayareacredit.com/pay or over the phone by calling 800-684-1856.

If you are not able to pay the balance, or if you have questions, please call us at 800-684-1856.

Sincerely,

HOVG, LLC dba Bay Area Credit Service (BACS), 4145 Shackleford Road, Suite 330B, Norcross, GA 30093

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.

SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION.

In order to credit your account properly, you must return this bottom portion with your payment.

If you wish to make a payment on the web go to: www.bayareacredit.com/pay.

You may mail your payment for processing to BAY AREA CREDIT SERVICE, P.O. BOX 467600, ATLANTA GA 31146.

If you have any questions or would like to pay by phone, call 800-684-1856.

NAME: JAVIER GUZMAN
BACS Account #: 2737
Creditor: Pendrick Capital Partners II, LLC
Creditor Account #: 467
TOTAL DUE: \$

PLEASE SEND ALL PAYMENTS AND
CORRESPONDENCE TO THE ADDRESS BELOW:

7990100303896-524426791115582
BAY AREA CREDIT SERVICE
P.O. BOX 467600
ATLANTA GA 31146

CONSUMER RIGHTS

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of the judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor if different from the current creditor.

DERECHOS DEL CONSUMIDOR

A menos que usted le notifique a esta oficina dentro de 30 días después de que recibió este aviso que usted reclama la validez de la deuda o cualquier parte de la misma, esta oficina dará por hecho que la deuda es válida. Si usted le notifica a esta oficina por escrito en 30 días de recibir este aviso que usted reclama la validez de la presente deuda o cualquier parte de la misma, la oficina obtendrá verificación de la deuda u obtendrá una copia del dictamen y le remitirá una copia de dicho dictamen o verificación. Si usted le solicita a esta oficina por escrito dentro de 30 días de recibir este aviso, esta oficina le proveerá el nombre y domicilio del acreedor original si es diferente al acreedor actual.

ADDRESS OR NAME CORRECTION

WORK PHONE NO. _____	HOME PHONE NO. _____
NAME _____	
ADDRESS _____	
CITY _____	STATE _____ ZIP _____

Our client, Pendrick Capital Partners II, LLC ("Pendrick CP II"), has asked us to provide you with the information contained below.

This notice is being provided to you in compliance with the Gramm-Leach-Bliley Act.

This notice has no reflection or bearing upon the status of your account. For example, if your account has been settled, the balance has been paid, the balance has been disputed, or if you have filed for bankruptcy protection, the status of your account shall not change as a result of this notice.

The privacy and security of your personal information is important to Pendrick CP II. Pendrick CP II does not share information about you with anyone, except as permitted by law. This notice will inform you about Pendrick CP II policies and procedures concerning the personal information about that Pendrick CP II obtains, maintains and discloses in connection with the accounts(s) of yours that Pendrick CP II owns. Pendrick CP II collects nonpublic information about you that is obtained from one or more of the following sources.

1. Information Pendrick CP II received from companies that sold Pendrick CP II your account(s);
2. Information about your transactions with Pendrick CP II's affiliates; and
3. Information from skip tracing companies and/or consumer reporting agencies.

INFORMATION PENDRICK CP II MAY SHARE WITH PENDRICK CP II AFFILIATES-- Pendrick CP II may share identification (such as name and address) information about Pendrick CP II transactions and experiences with you (such as payment history) and information that does not identify you, with Pendrick CP II affiliates. By sharing this information, Pendrick CP II is better able to service your account(s).

INFORMATION PENDRICK CP II MAY SHARE WITH NONAFFILIATED COMPANIES- Pendrick CP II shares

necessary information Pendrick CP II collects about you as described above, with non-affiliated companies, involved in the servicing of your account(s), as permitted by the Fair Debt Collection Practices Act, or government agencies in response to an investigative demand, subpoena or court order, as required by applicable law.

Because Pendrick CP II respects your privacy, Pendrick CP II does not sell, trade or otherwise disclose your identity or any other personal information about you to third parties for their marketing. Pendrick CP II does not share collected information about customers or former customers with third parties for any other purpose other than as described above, except as permitted by applicable privacy law.

CONFIDENTIALITY AND SECURITY OF YOUR ACCOUNT(S)- Pendrick CP II restricts access to nonpublic personal information about you to only those employees who need to know such information, and third party service providers who provide support services to Pendrick CP II. Pendrick CP II maintains physical, electronic and procedural safeguards to protect your personal information. If Pendrick CP II uses other companies to provide services for Pendrick CP II, Pendrick CP II requires them to keep the information Pendrick CP II shares with them safe and secure and Pendrick CP II does not allow them to use or share information for any purpose other than the job they are hired to do.

SPECIAL NOTICE REGARDING COLLECTED INFORMATION SUBJECT TO THE FAIR DEBT COLLECTION

PRACTICES ACT. This Privacy Notice is being sent to you by Pendrick CP II in accordance with federal privacy law, and it describes our privacy practices generally. However, please be assured that collected information that is received or used for purposes of collecting a debt subject to the Fair Debt Collection Practices Act is communicated only in accordance with that Act.

FURTHER INFORMATION: for additional information concerning Pendrick CP II privacy policy, you may write to Pendrick CP II at: Pendrick Capital Partners II, LLC Attn: Customer Service, 79 Warren Street, Suite 3, Glens Falls, NY 12801.

JS 44 (Rev 06/17)

CIVIL COVER SHEET

2:18-3013

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM)

I. (a) PLAINTIFFS

Javier Guzman

(b) County of Residence of First Listed Plaintiff Philadelphia
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Cary L. Flitter, Esq., Andrew Milz, Esq., Jody Lopez-Jacobs, Esq.
Flitter Milz, P.C., 450 N. Narberth Avenue, Narberth, PA 19072, (610) 266-7863

DEFENDANTS

HOVG, LLC dba BAY AREA CREDIT SERVICES, LLC
PENDRICK CAPITAL PARTNERS II, LLC

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for Nature of Suit Code Descriptions

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity)
 15 U.S.C. § 1692

Brief description of cause
 Violation of Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint
 JURY DEMAND. ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE

DOCKET NUMBER

DATE 7/16/2018

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG JUDGE

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff 12521 Biscayne Drive, Philadelphia, PA 19154

Address of Defendant: 2215 B Renaissance Drive, Las Vegas, NV 89119; 1714 Hollinwood Drive, Alexandria, VA

Place of Accident, Incident or Transaction. Philadelphia, PA 19154

RELATED CASE, IF ANY:

Case Number _____ Judge _____ Date Terminated _____

Civil cases are deemed related when *Yes* is answered to any of the following questions:

- | | | | |
|---|---|------------------------------|--|
| 1 | Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2 | Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3 | Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4 | Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above

DATE 7/14/2018 _____ IT _____ 320 522

Attorney-at-Law / Pro Se Plaintiff Attorney I D. # (if applicable)

CIVIL: (Place a ☒ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☒ 11. All other Federal Question Cases

(Please specify) Fair Debt Collection Practices Act

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify) _____
- ☐ 7. Products Liability
- ☐ 8. Products Liability - Asbestos
- ☐ 9. All other Diversity Cases

(Please specify) _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, _____, counsel of record or pro se plaintiff, do hereby certify

- ☐ Pursuant to Local Civil Rule 53.2, §3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs.
- ☐ Relief other than monetary damages is sought.

DATE _____ IT _____ 320 522

Attorney-at-Law / Pro Se Plaintiff Attorney I D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F R C P 38

CASE MANAGEMENT TRACK DESIGNATION FORM

JUL 18 2018